



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



March 29, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**JOB ORDER CONTRACT FOR REPAIR AND REFURBISHMENT OF
SHERIFF'S DEPARTMENT FACILITIES
ADOPT AND ADVERTISE
(ALL DISTRICTS) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT
YOUR BOARD:**

1. Adopt the attached Job Order Contract Unit Price Book and Specifications and instruct the Executive Officer of the Board of Supervisors to advertise for bids for Job Order Contract 2 (JOC 2) for the repair and refurbishment of Sheriff's Department facilities in accordance with the "Instruction Sheet for Publishing Legal Advertisements" (Enclosure A).
2. Approve and authorize the Sheriff to execute an amendment #4 to the Consultant Services Agreement with the Job Order Contract (JOC) Consultant, The Gordian Group (TGG) with an expiration date coinciding with the end of the authorized work for JOC 2 (Enclosure B).
3. Authorize the Sheriff or his designee to execute all work orders and administer the job order contract.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Authorization to advertise for bids will begin the process of establishing a second JOC program tailored to meet the specific needs of the Sheriff's Department and provide for the continuing administration of the Sheriff's JOC Program.

The continuation of this program will enhance the Sheriff's Department internal ability to effectively and efficiently respond to a broad array of facility repairs, extraordinary maintenance demands, minor facility enhancements, and rehabilitation projects. The JOC program allows for a flexible unit price contracting methods by which repair and refurbishment projects can be expeditiously planned and accomplished without requiring costly preparation of extensive plants and highly detailed specifications.

The Job Order Contract 1 (JOC 1) with MTM Construction, Inc. previously approved by your Board, will expire on June 9, 2005. Five (5) projects totaling \$2.6 million have been authorized to date. In order to continue utilization of the JOC contracting method, a new Job Order Contract 2 (JOC 2) needs to be established.

JOC 2 will be consistent with Public Contract Code Section 20128.5 that governs JOC contracts, which limits each contract to \$3,000,000 with a contract period not to exceed one year. Authorization to advertise for bids will establish JOC 2 to meet the Sheriff's Department's need of repair and refurbishment work for its facilities (Enclosure C).

On April 4, 2000, your Board authorized and approved a consultant services agreement between the Sheriff and TGG, to develop and implement a JOC program for the repair, maintenance, and refurbishment of Sheriff's facilities. The agreement will expire on April 3, 2005. Authorizing the recommended Amendment #4 TGG will:

- Allow the Sheriff's Department to continue augmenting the completion of the current JOC 1.
- Assist the Sheriff's Department with the bidding and selection process to establish JOC 2.
- TGG's fee schedule is established at 4.5 percent for cumulative work orders up to \$5 million with a reduced rate of 1.5 percent thereafter. JOC 1 was authorized for a maximum of \$3,000,000. JOC 2 will pay the 4.5 percent fee rate for the first \$2,000,000 and 1.5 percent on the final \$1.0 million in work orders to fulfill the total \$5,000,000 obligation to TGG.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goals of Service Excellence and Fiscal Responsibility since these construction projects will provide improved facilities to mitigate the current needs of outdated and/or required extraordinary repair work within the Sheriff's facilities.

FISCAL IMPACT/FINANCING

The projects identified for JOC 2 will be funded by the Inmate Welfare Fund and the Department's operating budget to a maximum cost of \$3,000,000. No work will be assigned to the JOC Contractor without the Sheriff's and the CAO's prior review and approval of the scope of work and cost.

Funds for each project under JOC 2 will be encumbered in the appropriate fund before any work begins. Total projects encumbered under this contract will be limited to a maximum of \$3,000,000 and will not exceed the budgeted amount of any fund. Funds not encumbered during this fiscal year will be available for encumbrance in the subsequent fiscal year during the remaining contract period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard contract, in a form previously approved by County Counsel will be used.

The successful contractor for JOC 2 will be required to meet all Federal, State, and County contracting requirements. The JOC 2 is not considered a Proposition "A" contract, due to its intermittent, as-needed structure and, therefore, is not subject to the County's Living Wage Program. The JOC 2 agreements will not exceed the statutory limits of \$3,000,000 and a term of one (1) year, as specified in Section 20128.5 of the Public Contract Code.

The JOC 2 specifications contain provisions requiring the contractor to report solicitations of improper consideration by County employees and allowing the County to terminate the contract if found that the contractor offered or gave improper consideration to County employees.

JOC 2 Board-mandated includes provisions; including Jury Service Compliance, Safely Surrendered Baby Law Compliance, consideration for hiring County employees targeted for layoff, consideration for hiring GAIN/GROW participants, contractor responsibility and debarment, the Federal Earned Income Tax Credit notification, use of recycled paper and show full compliance with Child Support Compliance Program (County Code

Chapter 2.200) and Contractor Employee Jury Service Program (County Code Chapter 2.203).

On all publicly funded projects in excess of \$1,000, the contractor will be required to pay prevailing wage rates to all persons employed in covered occupations on the JOC 2.

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders will be required to report violation of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions. The information reported will be considered before making a recommendation to award.

ENVIRONMENTAL DOCUMENTATION

The implementation of each work order under JOC 2 shall be subject to a prior determination and documentation by Sheriff that the work is categorically exempt from the California Environmental Quality Act (CEQA). In the event the work order is not exempt, your Board will be requested to approve the appropriate environmental finding and documentation prior to implementation. Federally funded work orders shall be subject to an additional environmental determination by the appropriate Federal agencies.

CONTRACTING PROCESS

Advertising for bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisement (Enclosure A). Following receipt of bids, we will return to your Board to award a JOC contract.

Participation by Community Business Enterprise (CBE) in the contract performance will be consistent with your Board's CBE participation goal. A completed form of the Los Angeles County Community Business Enterprise (CBE) Firm/Organization Information Form will be utilized.

As requested by your Board on February 3, 1998, this JOC 2 contract opportunity will be listed on the Office of Small Businesses' website upon your Board's approval.

To ensure proper preparation of bid documents and administration of the JOC 2, your Board authorized an agreement with TGG to provide JOC Program technical support services. Under this agreement, TGG will provide consultation on JOC 2 contract matters and updating of the JOC 2 pricing manual for a fee of 4.5 percent for the first \$2,000,000 and 1.5 percent thereafter, of the dollar value of work orders issued to the selected JOC contractor under the JOC 2.

The Honorable Board of Supervisors
March 29, 2005
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IMPACT ON CURRENT SERVICES (OR PROJECTS)


The Sheriff's Department will take the appropriate measures to minimize the impacts of construction related activities to current Sheriff operations.

CONCLUSION

Please return one adopted copy of this letter to the Chief Administrative Office (Capital Projects Division), and the Sheriff's Department (Facilities Planning Bureau).

Sincerely,


LEROY D. BACA
SHERIFF


DAVID E. JANSSEN
Chief Administrative Officer

March 29, 2005

ENCLOSURE A

**JOB ORDER CONTRACT FOR REPAIR AND REFURBISHMENT OF
SHERIFF'S DEPARTMENT FACILITIES
ADOPT AND ADVERTISE (ALL DISTRICTS) (3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code, Section 20125, you may publish once a week for two weeks in a weekly newspaper, or ten times in a daily newspaper. Forward three reprints of this advertisement to the Los Angeles County Sheriff's Department, Facilities Planning Bureau, 1000 South Fremont Avenue, Building A-9 East, 5th Floor North, Alhambra, California 91803. Contact Mr. Joseph Cruz, at (626) 300-3015.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that the Los Angeles County Sheriff's Department, Facilities Planning Bureau will receive sealed bids for furnishing all materials, labor, and equipment required to complete construction for the following work:

<u>SD</u>	<u>PROJECT</u>	<u>BID DOC FEE</u>	<u>DATE OF BID OPENING</u>
Various	Job Order Contracts	\$50	April 26, 2005

Copies of the project Unit Price Books and JOC 2 Contract (CD format) may be obtained at the Los Angeles County Sheriff's Department, Facilities Planning Bureau, 1000 South Fremont Avenue, Building A-9 East, 5th Floor North, Alhambra, California 91803. For bid information, please contact Mr. Joseph Cruz, at (626) 300-3015. Each bid shall be submitted on the required form, sealed, and filed at the Cashier's Office before 10:45 am on the date indicated. Bids will be publicly opened, examined, and declared by the Sheriff's Department at 11:00 a.m. on this date in Conference Room A, at the Los Angeles County Sheriff's Department, 1000 South Fremont Avenue, Building A-9 East, 5th Floor North, Alhambra, California 91803.

Bids must conform to the JOC Specifications and Requirements, and comply with the provisions of the Bidding Requirements and General Conditions concerning bid guarantee, contract bonds, and insurance requirements. JOC 2 requires the contractor to possess a "B" license classification at the time of bid. The contractor should verify to his/her satisfaction that he/she holds the correct license for this type of project

PRE-BID CONFERENCE

Sheriff's Department and The Gordian Group, Inc. will hold a pre-bid conference at 10:00 a.m. on April 12, 2005 at 1000 South Fremont Avenue, Building A-9 East, 5th Floor North, Alhambra, California 91803 to provide information on the JOC 2, bidding process, and answer any questions that any perspective proposers may have.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted if in the public's interest.

Si necesita informacion en espanol, por favor llame al Telefono (626) 300-3015.



Upon 72 hours notice, the Department can provide program information and publications in alternate formats or make other accommodations for people with disabilities. In addition, program documents are available at our main office at 1000 South Fremont Avenue, Building A-9 East, 5th Floor North, Alhambra, California 91803 which is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626)



458-4081 or TDD (626) 282-7829, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.

Con 72 horas de noticia, el Departamento puede proveerle informacion y publicaciones sobre el programa y formatos alternativos o hacer adaptaciones para incapacitados. Ademas, documentacion sobre el programa esta disponible en nuestra oficina principal en Alhambra at 1000 South Fremont Avenue, Building A-9 East, 5th Floor North, Alhambra, California 91803, la cual es accessible para individuos con incapacidades. Para solicitar adaptaciones, SOLAMENTE, o para mas informacion del ADA, pongase en contacto con nuestro Coordinator del ADA, ponase en conacto con nuestro Coordinator del ADA del departamento al (626) 458-4081 o TDD (626) 282-7829, de Lunes a Jueves de las 7:00 a.m. a 5:30 a.m.

By the order of the Board of Supervisors of the County of Los Angeles, State of California, dated April 8, 2003.

VIOLET VARONA-LUKENS, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

**AMENDMENT NUMBER FOUR TO AGREEMENT NUMBER 72668
WITH THE GORDIAN GROUP FOR JOB ORDER CONTRACTING (JOC)
CONSULTING SERVICES**

This Amendment Number Three ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and The Gordian Group, (hereinafter "CONSULTANT"), effective as of April 4, 2005, based on the following recitals:

- A. WHEREAS, on April 4, 2000, the COUNTY and CONSULTANT entered into COUNTY Agreement Number 72668 (hereinafter "AGREEMENT") to provide Job Order Contracting Consulting Services;
- B. WHEREAS, this AGREEMENT currently expires on April 3, 2005;
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONSULTANT hereby further agree as follows:

- 1. The AGREEMENT shall be extended for an additional term that shall become effective April 4, 2005 and shall continue for a period that shall terminate contemporaneously with the expiration of the Job Order Contract 2 between the County and the selected Contractor.

Except as expressly provided in this Amendment, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

The person executing this Amendment for CONSULTANT represents and warrants that he or she is an authorized agent who has actual authority to bind CONSULTANT to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONSULTANT have been fulfilled to provide such actual authority.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**AMENDMENT NUMBER FOUR TO AGREEMENT NUMBER 72668
WITH THE GORDIAN GROUP FOR JOB ORDER CONTRACTING (JOC)
CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Three to be executed on its behalf by its duly authorized officers, effective as of April 4, 2005.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT


By: 
LEROY D. BACA
SHERIFF

THE GORDIAN GROUP

By: _____
Robert D. Coffey
President

APPROVED AS TO FORM:

RAYMOND G. FORTNER
Chief Deputy County Counsel

By: 
Gary Gross
Senior Deputy County Counsel

ENCLOSURE C

**JOB ORDER CONTRACT FOR REPAIR AND REFURBISHMENT OF
SHERIFF'S DEPARTMENT FACILITIES
ADOPT AND ADVERTISE (ALL DISTRICTS) (3 VOTES)**

<u>Facility</u>	<u>Type of Work</u>	<u>Cost Estimate</u>
NCCF-Power Plant	Replace Absorption Chillers	\$1,869,000
NCCF-Pipe Chase	Replace corroded sewer piping in chases	\$95,000
PDC-North Facility	Install new soft water lint to the entire facility	\$256,000
PDC-Ranch Electrical	Replace High voltage transmission and distribution lines	\$225,000
Men's Central Jail- Air Handlers Replace	Replace old unreliable Air Handler parts	\$300,000